

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 07	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 35	3. EFFECTIVE DATE June 27, 2005	4. REQUISITION/PURCHASE REQ. NO. See page 2	5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812	CODE PS22E/MCE	7. ADMINISTERED BY (If other than Item 6) Procurement Office/PS22C George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 Lizette.M.Kummer@NASA.gov/256-544-3457	CODE PS22E/MCE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) COLSA Corporation 6726 Odyssey Drive Huntsville, AL 35802 Attn: Pat Hodges TIN# 63-0798322 Code 4U825 FACILITY CODE		(v)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C
			10B. DATED (SEE ITEM 13) December 4, 2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 52.232-22 LIMITATION OF FUNDS
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) MUTUAL AGREEMENT, FAR 52.232-22 LIMITATION OF FUNDS CLAUSE
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 65,567,061	\$ 2,635,434	(\$54,563)	\$ 1,419,081	-0-	\$ 69,567,013	\$ 44,110,022
This Mod	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>(1,000)</u>
New Total	\$ 65,567,061	\$ 2,635,434	(\$54,563)	\$ 1,419,081	-0-	\$ 69,567,013	\$ 44,109,022

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Pamela A. Napoletano Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Original Signed by</u> (Signature of Contracting Officer)	16C. DATE SIGNED June 27, 2005
(Signature of person authorized to sign)			

Standard Form 30 Continued

Continuation of Block 12 Accounting and Appropriation Data
and Block 4 Requisition/Purchase Requisition No.

Requisition	WBS Element	
4200096891	62-377-10-10-10	(\$105,000)
4200121329	62-376-10-30	\$104,000
Total		(\$1,000)

A. The purpose of this modification is to decrease contract funding by \$105,000 for the purchase of UPS batteries; add funding in the amount of \$104,000; delete special clause H.12 Phase III-EPIC in its entirety; and to incorporate clause H.12 Engineering Change Proposals (NFS1852.243-70) (Oct 2001) – Alternate II (September 1990)

B. Accordingly contract clause B.6, Estimated Cost is revised from \$ 41,580,215 to \$ 41,579,272, a decrease of (\$943); Award Fee is revised from \$1,632,153 to \$ 1,632,116 a decrease of (\$37) ; Performance Incentive Fee is revised from \$ 897,654 to \$ 897,634 a decrease of (\$20) ; Total Sum Allotted is revised from \$44,110,022 to \$ 44,109,022 a decrease of (\$1,000).

C. Therefore, the contract is changed in the following particulars: Clause B.6, B.6 Contract Funding (NFS1852.232-81) (Jun 1990), is hereby deleted in its entirety and the revised clause B.6 shown on enclosed replacement page B-5 is substituted in lieu thereof; Special Clause H.12 Phase III-EPIC , is hereby deleted in its entirety and is replaced with H.12 Engineering Change Proposals (NFS1852.243-70) (Oct 2001) – Alternate II (September 1990) as shown on enclosed replacement pages H-10 through H-11.

D. In order to implement the contract changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-5	B-5
H, Special Contract Requirements	H-10 through H-11	H-10 through H-11

E. All other terms and conditions remain unchanged and in full force and effect.

B.5 Premiums For Scheduled Overtime (MSFC 52.222-90) (Feb 2001)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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Base Period (Yrs 1 - 3)	
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Option Period 1	(b)(4)
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Option Period 2	
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(End of Clause)

B.6 Contract Funding (NFS 1852.232-81) (Jun 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$41,573,065. This allotment is for Huntsville Operations Space Center (HOSC) Mission Support Services and covers the following estimated period of performance: January 1, 2004 through August 31, 2005.

(b) An additional amount of \$2,535,957 is obligated under this contract for payment of fees.

(c) Recapitulation of funding is as follows:

	Previous	This Action	Total
Estimated Cost	\$41,580,215	(\$943)	\$41,579,272
Award Fee	1,632,153	(37)	1,632,116
Performance Incentive Fee	<u>897,654</u>	<u>(20)</u>	<u>897,634</u>
Total Sum Allotted	\$44,110,022	(\$1,000)	\$44,109,022

(End of Clause)

B.7 Task Ordering Procedure (NFS 1852.216-80) (Oct 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

H. 11 Minimum Insurance Coverage. (NFS 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

H.12 Engineering Change Proposals (NFS 1852.243-70) (October 2001)--Alternate II (September 1990)

(a) Definitions.

"ECP" means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

(b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" estimated cost increase or decrease adjustment amount, if any, and the required [time of delivery or period of performance] adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" estimated cost and period of performance adjustments, if any, prior to issuing an order for implementation of the change. An ECP accepted in accordance with the Changes clause of this contract shall not be considered an authorization to the Contractor to exceed the estimated cost in the contract Schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(End of clause)